

**IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA**

COMES NOW, the Plaintiff, by and through the undersigned counsel, and hereby files this Complaint against Renaissance Financial Corporation, and states and alleges as follows:

## **INTRODUCTION**

1. This is an action under the Americans with Disabilities Act and the Nebraska Fair Employment Practice Act for the discrimination and retaliation Plaintiff Jamie Borman (“Jamie”) experienced during her employment with Renaissance Financial Corporation (“Renaissance”) because of her disability.

2. This is also an action under the Nebraska Fair Employment Practice Act, the public policy of the state of Nebraska for the retaliation Jamie experienced during her employment with Renaissance because of her worker's compensation claim.

#### **VENUE AND JURISDICTION**

3.. Plaintiff Jamie Borman is and was at all times relevant a resident of Omaha, Douglas County, Nebraska.

4. Defendant Renaissance Financial Corporation is a Missouri Corporation  
doing business in Nebraska.



001818759D01

#41 FILED  
IN DISTRICT COURT  
DOUGLAS COUNTY NEBRASKA  
JAN 24 2019  
JOHN M. FRIEND  
PLAINTIFF

5. This court has personal jurisdiction over Defendant pursuant to Neb. Rev. Stat. § 25-536.

6. The acts about which Jamie complains occurred in Omaha, Douglas County, Nebraska.

7. Venue is appropriate in this court pursuant to Neb. Rev. Stat. 25-403.1 as a substantial part of the events or omissions giving rise to this claim occurred in Omaha, Douglas County, Nebraska.

#### ADMINISTRATIVE REQUIREMENTS

8. On May 21, 2018, Jamie filed her Charge of Discrimination with the Equal Employment Opportunity Commission (“EEOC”) which was dually filed with the Nebraska Equal Opportunity Commission pursuant to the work-sharing agreement between the two administrative agencies.

9. On November 5, 2018, Jamie received her Notice of Right to Sue from the EEOC.

#### FACTUAL BACKGROUND

10. On March 31, 2008, Jamie began her employment at Renaissance as a Registered Advisor’s Assistant.

11. Part of Jamie’s job responsibilities included planning and organizing events for clients of Renaissance.

12. On July 21, 2017, Renaissance was having an event at a golf course with which Jamie was assisting.

13. When she arrived at the event, she texted Cole Grandfield (hereinafter “Grandfield”), a financial advisor for Renaissance. Grandfield was also responsible for

helping Jamie set up for the event. Jamie also texted Chad Rutar (hereinafter "Rutar") her supervisor.

14. As Jamie was waiting for Grandfield to arrive to help her finish preparing for the event, she attempted to lift a case of soda and injured her back.

15. On Monday July 24, 2017, Jamie explained to Rutar she hurt her back while setting up for the event.

16. On Monday July 24, 2017 and Tuesday July 25, 2017, Jamie continued to work her normal hours. But, because of her back injury, it became uncomfortable for her to sit or stand for extended periods of time.

17. In the middle of the day on Wednesday, July 25, 2017, Jamie told Rutar that her back was continuing to bother her after the incident and that she feared something was seriously wrong so she was going to see a doctor.

18. On Thursday July 26, 2017, Jamie took time off to see her primary care physician. By the time Jamie arrived at her doctor's office she was so stiff from her back impairment she could barely walk. Jamie was given a steroid shot and prescribed muscle relaxers for her back injury.

19. When Jamie returned home from her doctor's appointment her condition worsened. She got to the point where she could not move. Jamie went to the emergency room for more medical treatment for her condition.

20. The emergency room physician would not allow Jamie to return home because she could not move and the medications they had administered intravenously did nothing to ease the pain. She was admitted to the hospital for further treatment. Upon admission Jamie's husband texted Rutar to let him know that her back condition

had worsened, and she was being admitted to the hospital. Rutar told him to keep him posted.

21. After two days of hospital stay, an MRI was performed, and Jamie was diagnosed with a herniated disc. On July 28, 2017, Rutar called Jamie and she asked Rutar if he had notified the essential people of her absence and to begin a worker's compensation claim. He assured her he had.

22. On July 30, 2017, Jamie was discharged from the hospital. She was told not to return to work until she was released by her primary care physician.

23. Upon her discharge, Jamie was unable to walk without a walker. Her condition also substantially limited her ability to care for herself, sleep, stand, lift, and bend.

24. A herniated disc is a dysfunction of the spine that substantially limited the operation of Jamie's musculoskeletal system.

25. On July 31, 2017, Jamie corresponded with Terri Stillman (hereinafter "Stillman"), the human resources manager for Renaissance, about Jamie's worker's compensation claim.

26. Jamie asked Stillman to expedite processing her paperwork so Jamie could secure the necessary authorization for medical appointments and recommended physical therapy.

27. On August 1, 2017, Jamie received a questionnaire and medical release from Renaissance's worker's compensation carrier.

28. On August 2, 2017, Jamie requested time off from work until August 21, 2017 for spinal injection and physical therapy. Jamie's request was approved.

29. On August 21, 2017, Jamie returned to work part-time while also continuing physical therapy twice a week in the afternoons. When Jamie returned to work she had been moved to a different desk. Jamie's new cube was isolated from everything and was only open on one side.

30. Upon her return, Jamie's job duties were reduced.

31. On September 11, 2017, Jamie returned to work full time. She also requested to have a longer lunch period to attend physical therapy to not disrupt the work day.

32. In mid-September 2017, Jamie was presented with a trip to Hawaii because of her excellent work performance. Rutar made the decision to take Jamie to Hawaii because of her performance.

33. In September 2017, Jamie received a 5% raise.

34. Jamie attended authorized physical therapy through November 2017 to treat her back injury.

35. On December 28, 2107, Jamie was called into a meeting with Rutar and Cindy Vendetti (hereinafter "Vendetti"), the office manager for Renaissance. Rutar started the meeting by saying, "You are not going to like me in about three minutes." He then said to Jamie, "Today is going to be your last day."

36. The reason Jamie was given for her termination was that the business model had changed.

37. Jamie was given a separation agreement that said she was resigning. Jamie did not sign the separation agreement and did not resign from her position.

38. On December 29, 2017, a company-wide email was sent out that said Jamie had resigned although no email had been sent out about her injury/hospital stay.

**COUNT I**  
**VIOLATION OF THE AMERICANS WITH DISABILITIES ACT**  
**DISABILITY DISCRIMINATION AND RETALIATION**

39. Plaintiff repleads paragraphs 1 to 38.

40. Defendant is and was at all times material an "employer" within the meaning of the Americans with Disabilities Act, as amended by the ADA Amendments Act of 2008 ("ADAAA").

41. Plaintiff's health condition substantially interfered with the operation of her musculoskeletal system.

42. Plaintiff's health condition substantially limited her ability to lift, walk, bend, and care for herself.

43. Plaintiff is and was disabled within the meaning of the ADAAA.

44. Plaintiff is and was able to perform the essential functions of her job with or without reasonable accommodation.

45. Plaintiff requested an accommodation for her disability.

46. Defendant discriminated against Plaintiff.

47. Defendant retaliated against Plaintiff because of her requested reasonable accommodation.

48. Plaintiff's disability was a motivating factor in such discrimination.

49. Plaintiff's protected activity was a motivating factor in Defendant's retaliation and termination.

50. Defendant, by its representatives' actions, willfully, maliciously, and intentionally, with reckless indifference to the rights of Plaintiff, discriminated against plaintiff in violation of the ADAAA, and by doing so are subject to punitive damages.

51. As a result of Defendant's acts and omissions, Plaintiff has in the past and will in the future suffer injuries and damages, including, but not limited to, mental and emotional distress; humiliation; fear; embarrassment; lost enjoyment of life; and lost wage, lost benefits, and other emoluments of employment.

WHEREFORE, Plaintiff Jamie Borman demands judgment against Defendant in an amount which will fully and fairly compensate her for her injuries and damages, for appropriate equitable relief, for punitive damages, for interest as allowed by law, for attorneys' fees, for the costs of this action, and for such other relief as may be just in the circumstance and consistent with the purposes of the ADAAA.

COUNT II  
VIOLATION OF THE NEBRASKA FAIR EMPLOYMENT PRACTICE ACT  
DISABILITY DISCRIMINATION AND RETALIATION

52. Plaintiff repleads paragraph 1 to 51.

53. Defendant is and was at all times material an "employer" within the meaning of the Nebraska Fair Employment Practice Act ("NFEPA").

54. Plaintiff's health condition substantially interfered with the operation of her musculoskeletal system.

55. Plaintiff's health condition substantially limited her ability to lift, walk, bend, and care for herself.

56. Plaintiff is and was disabled within the meaning of the NFEPA.

57. Plaintiff is and was able to perform the essential functions of her job with or without reasonable accommodation.

58. Plaintiff requested an accommodation for her disability.

59. Defendant discriminated against Plaintiff.

60. Defendant retaliated against Plaintiff because of her requested reasonable accommodation.

61. Plaintiff's disability was a motivating factor in such discrimination.

62. Plaintiff's protected activity was a motivating factor in Defendant's retaliation and termination.

63. Defendant, by its representatives' actions, willfully, maliciously, and intentionally, with reckless indifference to the rights of Plaintiff, discriminated against plaintiff in violation of the NFEPA, and by doing so are subject to punitive damages.

64. As a result of Defendant's acts and omissions, Plaintiff has in the past and will in the future suffer injuries and damages, including, but not limited to, mental and emotional distress; humiliation; fear; embarrassment; lost enjoyment of life; and lost wage, lost benefits, and other emoluments of employment.

WHEREFORE, Plaintiff Jamie Borman demands judgment against Defendant in an amount which will fully and fairly compensate her for her injuries and damages, for appropriate equitable relief, for punitive damages, for interest as allowed by law, for attorneys' fees, for the costs of this action, and for such other relief as may be just in the circumstance and consistent with the purposes of the NFEPA.

**COUNT III**  
**VIOLATION OF THE NEBRASKA FAIR EMPLOYMENT PRACTICE ACT**  
**WHISTLEBLOWER RETALIATION**

65. Plaintiff repleads paragraphs 1 to 64.
66. Defendant is and was at all time and "employer" within the meaning of the Nebraska Fair Employment Practice Act ("NFEPA")
  67. Plaintiff was injured at work in the course of performing her job duties.
  68. Plaintiff filed a worker's compensation claim for her at-work injury.
  69. Plaintiff's filing of her worker's compensation claim is a protected act under the Nebraska Workers Compensation Act.
70. Defendant retaliated against Plaintiff for her protected activity in violation of the Nebraska Fair Employment Practice Act.
71. Plaintiff protected activity was a motivating factor for Defendant's retaliation and Plaintiff's termination.
72. As a result of Defendant's acts and omissions, Plaintiff has in the past and will in the future suffer injuries and damages, including, but not limited to, mental and emotional distress; humiliation; fear; embarrassment; lost enjoyment of life; and lost wage, lost benefits, and other emoluments of employment.

WHEREFORE, Plaintiff Jamie Borman demands judgment against Defendant in an amount which will fully and fairly compensate her for her injuries and damages, for appropriate equitable relief, for punitive damages, for interest as allowed by law, for attorneys' fees, for the costs of this action, and for such other relief as may be just in the circumstance and consistent with the purposes of the NFEPA.

**COUNT IV**  
**VIOLATION OF PUBLIC POLICY**  
**WORKER'S COMPENSATION RETALIATION**

73. Plaintiff hereby repleads paragraphs 1 to 72 as if fully set forth herein.
74. Plaintiff was injured at work in the course of performing her job duties.
75. Plaintiff filed a worker's compensation claim for her work injury.
76. It is against the public policy of Nebraska to discriminate and retaliate against employees who file worker's compensation claims.
77. Defendant retaliated against Plaintiff for her protected activity in violation of the Nebraska's public policy.
78. Plaintiff's protected activity was a motivating factor for Defendant's retaliation and Plaintiff's termination.
79. As a result of Defendant's acts and omissions, Plaintiff has in the past and will in the future suffer injuries and damages, including, but not limited to, mental and emotional distress; humiliation; fear; embarrassment; lost enjoyment of life; and lost wage, lost benefits, and other emoluments of employment.

WHEREFORE, Plaintiff Jamie Borman demands judgment against Defendant in an amount which will fully and fairly compensate her for her injuries and damages, for appropriate equitable relief, for punitive damages, for interest as allowed by law, for attorneys' fees, for the costs of this action, and for such other relief as may be just in the circumstance and consistent with the purposes of the public policy of Nebraska.

**JURY DEMAND**

Plaintiff hereby demands a trial by jury in Douglas County, Nebraska.

Dated this 24<sup>th</sup> day of January, 2019.

JAMIE BORMAN, Plaintiff

BY:

Stephanie J. Costello  
Kelly K. Brandon, #20734  
Stephanie J. Costello, #26309  
Fiedler Law Firm, P.L.C.  
20615 Highway 370  
Gretna, NE 68028  
402-316-3060  
402-513-6501 (F)  
[kelly@employmentlawnebraska.com](mailto:kelly@employmentlawnebraska.com)  
[stephanie@employmentlawnebraska.com](mailto:stephanie@employmentlawnebraska.com)

Attorneys for Plaintiff

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

JAMIE BORMAN, ) No. CI 19-629  
Plaintiff, )  
vs. )  
RENAISSANCE FINANCIAL )  
CORPORATION, )  
Defendant. )  
**PRAECIPE**

**TO THE CLERK OF SAID COURT:**

Please issue summons for service by Plaintiff by Certified Mail with a copy of the Amended Complaint and Jury Demand upon:

Renaissance Financial Corporation  
c/o CSC-Lawyers Incorporating Service Company  
233 South 13<sup>th</sup> Street, Suite 1900  
Lincoln, NE 68508

Dated this 11th day of April, 2019.

JAMIE BORMAN, Plaintiff

BY: /s/ Kelly K. Brandon  
Kelly K. Brandon, #20734  
Stephanie J. Costello, #26309  
Fiedler Law Firm, PLC  
20615 Highway 370  
Gretna, NE 68028  
403-316-3060  
402-513-6501 (fax)  
[kelly@employmentlawnebraska.com](mailto:kelly@employmentlawnebraska.com)  
[stephanie@employmentlawnebraska.com](mailto:stephanie@employmentlawnebraska.com)

ATTORNEYS FOR PLAINTIFF



**IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA**

JAMIE BORMAN, ) Case No. CI 19-629  
Plaintiff, )  
vs. )  
RENAISSANCE FINANCIAL )  
CORPORATION, )  
Defendant. )  
**AMENDED COMPLAINT  
AND JURY DEMAND**

COMES NOW, the Plaintiff, by and through the undersigned counsel, and hereby files this Amended Complaint against Renaissance Financial Corporation, and states and alleges as follows:

## **INTRODUCTION**

1. This is an action under the Americans with Disabilities Act and the Nebraska Fair Employment Practice Act for the discrimination and retaliation Plaintiff Jamie Borman (“Jamie”) experienced during her employment with Renaissance Financial Corporation (“Renaissance”) because of her disability.

2. This is also an action under the Nebraska Fair Employment Practice Act, the public policy of the state of Nebraska for the retaliation Jamie experienced during her employment with Renaissance because of her worker’s compensation claim.

3. This is also an action under the Family Medical Leave Act for Renaissance’s discrimination and retaliation against Plaintiff.

**VENUE AND JURISDICTION**

4. Plaintiff Jamie Borman is and was at all times relevant a resident of Omaha, Douglas County, Nebraska.

5. Defendant Renaissance Financial Corporation is a Missouri Corporation doing business in Nebraska.

6. This court has personal jurisdiction over Defendant pursuant to Neb. Rev. Stat. § 25-536.

7. The acts about which Jamie complains occurred in Omaha, Douglas County, Nebraska.

8. Venue is appropriate in this court pursuant to Neb. Rev. Stat. 25-403.1 as a substantial part of the events or omissions giving rise to this claim occurred in Omaha, Douglas County, Nebraska.

**ADMINISTRATIVE REQUIREMENTS**

9. On May 21, 2018, Jamie filed her Charge of Discrimination with the Equal Employment Opportunity Commission (“EEOC”) which was dually filed with the Nebraska Equal Opportunity Commission (“NEOC”) pursuant to the work-sharing agreement between the two administrative agencies.

10. On November 5, 2018, Jamie received her Notice of Right to Sue from the EEOC within ninety days of the filing of the Complaint in this matter.

11. On January 31st, 2019, Jamie received an administrative dismissal from the NEOC.

## **FACTUAL BACKGROUND**

12. On March 31, 2008, Jamie began her employment at Renaissance as a Registered Advisor's Assistant.

13. Renaissance at all relevant times employed at least fifty employees.

14. Part of Jamie's job responsibilities included planning and organizing events for clients of Renaissance.

15. On July 21, 2017, Renaissance had an event at a golf course with which Jamie was assisting.

16. When she arrived at the event, she texted Cole Grandfield (hereinafter "Grandfield"), a financial advisor for Renaissance. Grandfield was also responsible for helping Jamie set up for the event. Jamie also texted Chad Rutar (hereinafter "Rutar") her supervisor.

17. As Jamie was waiting for Grandfield to arrive to help her finish preparing for the event, she attempted to lift a case of soda and injured her back.

18. On Monday July 24, 2017, Jamie explained to Rutar she hurt her back while setting up for the event.

19. On Monday July 24, 2017 and Tuesday July 25, 2017, Jamie continued to work her normal hours. But, because of her back injury, it became uncomfortable for her to sit or stand for extended periods of time.

20. In the middle of the day on Wednesday, July 25, 2017, Jamie told Rutar that her back was continuing to bother her after the incident and that she feared something was seriously wrong, so she was going to see a doctor.

21. On Thursday July 26, 2017, Jamie took time off to see her primary care physician. By the time Jamie arrive at her doctor's office she was so stiff from her back impairment she could barely walk. Jamie was given a steroid shot and prescribed muscle relaxers for her back injury.

22. When Jamie returned home from her doctor's appointment her condition worsened. She got to the point where she could not move. Jamie went to the emergency room for more medical treatment for her condition.

23. The emergency room physician would not allow Jamie to return home because she could not move and the medications they had administered intravenously did nothing to ease the pain. She was admitted to the hospital for further treatment. Upon admission Jamie's husband texted Rutar to let him know that her back condition had worsened, and she was being admitted to the hospital. Rutar told him to keep him posted.

24. After two days of hospital stay, an MRI was performed, and Jamie was diagnosed with a herniated disc. On July 28, 2017, Rutar called Jamie and she asked Rutar if he had notified the essential people of her absence and to begin a worker's compensation claim. He assured her he had.

25. On July 30, 2017, Jamie was discharged from the hospital. She was told not to return to work until she was released by her primary care physician.

26. Upon her discharge, Jamie was unable to walk without a walker. Her condition also substantially limited her ability to care for herself, sleep, stand, lift, and bend.

27. A herniated disc is a dysfunction of the spine that substantially limited the operation of Jamie's musculoskeletal system.

28. On July 31, 2017, Jamie corresponded with Terri Stillman (hereinafter "Stillman"), the human resources manager for Renaissance, about Jamie's worker's compensation claim.

29. Jamie asked Stillman to expedite processing her paperwork so Jamie could secure the necessary authorization for medical appointments and recommended physical therapy.

30. On August 1, 2017, Jamie received a questionnaire and medical release from Renaissance's worker's compensation carrier.

31. On August 2, 2017, Jamie requested a reasonable accommodation of unpaid leave until August 21, 2017 for a spinal injection and physical therapy. She also requested at that her leave be protected leave under the Family Medical Leave Act ("FMLA"). Jamie's request was approved.

32. Prior to Jamie's request for FMLA protected leave, Jamie worked at least 1,250 hours during the previous 12 months at Renaissance.

33. On August 21, 2017, Jamie requested to return to work part-time while also continuing physical therapy twice a week in the afternoons. When Jamie returned to work she had been moved to a different desk. Jamie's new cube was isolated from everything and was only open on one side.

34. Upon her return, Jamie's job duties were reduced.

35. On September 11, 2017, Jamie returned to work full time. She also requested to have a longer lunch period to attend physical therapy to not disrupt the work day.

36. In mid-September 2017, Jamie was presented with a trip to Hawaii because of her excellent work performance. Rutar made the decision to take Jamie to Hawaii because of her performance.

37. In September 2017, Jamie received a 5% raise.

38. Jamie attended authorized physical therapy through November 2017 to treat her back injury.

39. On December 28, 2107, Jamie was called into a meeting with Rutar and Cindy Vendetti (hereinafter "Vendetti"), the office manager for Renaissance. Rutar started the meeting by saying, "You are not going to like me in about three minutes." He then said to Jamie, "Today is going to be your last day."

40. The reason Jamie was given for her termination was that the business model had changed.

41. Jamie was given a separation agreement that said she was resigning. Jamie did not sign the separation agreement and did not resign from her position.

42. On December 29, 2017, a company-wide email was sent out that said Jamie had resigned although no email had been sent out about her injury/hospital stay.

**COUNT I**  
**VIOLATION OF THE AMERICANS WITH DISABILITIES ACT**  
**DISABILITY DISCRIMINATION AND RETALIATION**

43. Plaintiff repleads paragraphs 1 to 42.

44. Defendant is and was at all times material an “employer” within the meaning of the Americans with Disabilities Act, as amended by the ADA Amendments Act of 2008 (“ADAAA”).

45. Plaintiff’s health condition substantially interfered with the operation of her musculoskeletal system.

46. Plaintiff’s health condition substantially limited her ability to lift, walk, bend, and care for herself.

47. Plaintiff is and was disabled within the meaning of the ADAAA.

48. Plaintiff is and was able to perform the essential functions of her job with or without reasonable accommodation.

49. Plaintiff requested an accommodation for her disability.

50. Defendant discriminated against Plaintiff.

51. Defendant retaliated against Plaintiff because of her requested reasonable accommodation.

52. Plaintiff’s disability or perceived disability was a motivating factor in such discrimination.

53. Plaintiff’s protected activity was a motivating factor in Defendant’s retaliation and termination.

54. Defendant, by its representatives’ actions, willfully, maliciously, and intentionally, with reckless indifference to the rights of Plaintiff, discriminated against plaintiff in violation of the ADAAA, and by doing so are subject to punitive damages.

55. As a result of Defendant’s acts and omissions, Plaintiff has in the past and will in the future suffer injuries and damages, including, but not limited to, mental and

emotional distress; humiliation; fear; embarrassment; lost enjoyment of life; and lost wage, lost benefits, and other emoluments of employment.

WHEREFORE, Plaintiff Jamie Borman demands judgment against Defendant in an amount which will fully and fairly compensate her for her injuries and damages, for appropriate equitable relief, for punitive damages, for interest as allowed by law, for attorneys' fees, for the costs of this action, and for such other relief as may be just in the circumstance and consistent with the purposes of the ADAAA.

**COUNT II**  
**VIOLATION OF THE NEBRASKA FAIR EMPLOYMENT PRACTICE ACT**  
**DISABILITY DISCRIMINATION AND RETALIATION**

56. Plaintiff repleads paragraph 1 to 55.
57. Defendant is and was at all times material an "employer" within the meaning of the Nebraska Fair Employment Practice Act ("NFEPA").
58. Plaintiff's health condition substantially interfered with the operation of her musculoskeletal system.
59. Plaintiff's health condition substantially limited her ability to lift, walk, bend, and care for herself.
60. Plaintiff is and was disabled within the meaning of the NFEPA.
61. Plaintiff is and was able to perform the essential functions of her job with or without reasonable accommodation.
62. Plaintiff requested an accommodation for her disability.
63. Defendant discriminated against Plaintiff.
64. Defendant retaliated against Plaintiff because of her requested reasonable accommodation.

65. Plaintiff's disability or perceived disability was a motivating factor in such discrimination.

66. Plaintiff's protected activity was a motivating factor in Defendant's retaliation and termination.

67. Defendant, by its representatives' actions, willfully, maliciously, and intentionally, with reckless indifference to the rights of Plaintiff, discriminated against plaintiff in violation of the NFEPA, and by doing so are subject to punitive damages.

68. As a result of Defendant's acts and omissions, Plaintiff has in the past and will in the future suffer injuries and damages, including, but not limited to, mental and emotional distress; humiliation; fear; embarrassment; lost enjoyment of life; and lost wage, lost benefits, and other emoluments of employment.

WHEREFORE, Plaintiff Jamie Borman demands judgment against Defendant in an amount which will fully and fairly compensate her for her injuries and damages, for appropriate equitable relief, for punitive damages for the benefit of the common schools fund, for interest as allowed by law, for attorneys' fees, for the costs of this action, and for such other relief as may be just in the circumstance and consistent with the purposes of the NFEPA.

**COUNT III**  
**VIOLATION OF PUBLIC POLICY**  
**WORKER'S COMPENSATION RETALIATION**

69. Plaintiff hereby repleads paragraphs 1 to 68 as if fully set forth herein.
70. Plaintiff was injured at work in the course of performing her job duties.
71. Plaintiff filed a worker's compensation claim for her work injury.

72. It is against the public policy of Nebraska to discriminate and retaliate against employees who file worker's compensation claims.

73. Defendant retaliated against Plaintiff for her protected activity in violation of the Nebraska's public policy.

74. Plaintiff's protected activity was a motivating factor for Defendant's retaliation and Plaintiff's termination.

75. As a result of Defendant's acts and omissions, Plaintiff has in the past and will in the future suffer injuries and damages, including, but not limited to, mental and emotional distress; humiliation; fear; embarrassment; lost enjoyment of life; and lost wage, lost benefits, and other emoluments of employment.

WHEREFORE, Plaintiff Jamie Borman demands judgment against Defendant in an amount which will fully and fairly compensate her for her injuries and damages, for appropriate equitable relief, for punitive damages for the benefit of the common schools fund, for interest as allowed by law, for attorneys' fees, for the costs of this action, and for such other relief as may be just in the circumstance and consistent with the purposes of the public policy of Nebraska.

**COUNT IV**  
**VIOLATION OF THE FAMILY MEDICAL LEAVE ACT**  
**(DISCRIMINATION, AND RETALIATION)**

76. Plaintiff repleads paragraph 1 to 75.

77. Defendant is and was at all times material an "employer" within the meaning of the FMLA

78. Plaintiff is and was at all times material an "eligible employee" within the meaning of the FMLA

79. Plaintiff suffered from one or more "serious health conditions" within eh meaning of the FMLA.

80. Plaintiff was entitled to protected leave pursuant to her rights under the FMLA.

81. Defendant invoked her right to leave under the FMLA.

82. Defendant discriminated against and retaliated against Plaintiff for exercising her rights under the FMLA and terminated her for exercising her rights under the FMLA.

83. As a result of Defendant's acts and omissions, Plaintiff has in the past and will in the future suffer damages including, but not limited to, lost wages, benefits, future earnings, and other emoluments of employment.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount which will fully and fairly compensate her for her injures and damages, for liquidated damages, for prejudgment and post-judgment interest, for attorney's fees, for the costs and expenses of this actions, for equitable relief, and for such other relief as may be just in the circumstances and consistent with the purpose of the Family Medical Leave Act.

**JURY DEMAND**

Plaintiff hereby demands a trial by jury in Douglas County, Nebraska.

Dated this 11th day of April, 2019.

JAMIE BORMAN, Plaintiff

BY: /s/ Kelly K. Brandon  
Kelly K. Brandon, #20734  
Stephanie J. Costello, #26309  
Fiedler Law Firm, P.L.C.  
20615 Highway 370  
Gretna, NE 68028  
402-316-3060  
402-513-6501 (F)  
[kelly@employmentlawnebraska.com](mailto:kelly@employmentlawnebraska.com)  
[stephanie@employmentlawnebraska.com](mailto:stephanie@employmentlawnebraska.com)

Attorneys for Plaintiff

## Certificate of Service

I hereby certify that on Friday, April 12, 2019 I provided a true and correct copy of the Amended Complaint to the following:

Renaissance Financial Corporation service method: No Service

Borman,Jamie, represented by Stephanie Jeanne Costello (Bar Number: 26309) service method: Electronic Service to stephanie@employmentlawnebraska.com

Signature: /s/ Kelly K. Brandon (Bar Number: 20734)

Image ID:  
D00603477D01**SUMMONS**

Doc. No. 603477

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA  
 1701 Farnam  
 Omaha NE 68183

Jamie Borman v. Renaissance Financial Corporation

Case ID: CI 19 629

TO: Renaissance Financial Corporation

**FILED BY**Clerk of the Douglas District Court  
04/12/2019

You have been sued by the following plaintiff(s):

Jamie Borman

Plaintiff's Attorney: Kelly K Brandon  
 Address: 20615 Highway 370  
 Gretna, NE 68028

Telephone: (402) 316-3060

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: APRIL 12, 2019

BY THE COURT:

  
 Clerk

PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Renaissance Financial Corporation  
 c/o CSC-Lawyers Inc Serv Co  
 233 South 13th St, Ste.1900  
 Lincoln, NE 68508

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.



**SERVICE RETURN**

Doc. No. 603477

Douglas District Court  
 1701 Farnam  
 Omaha NE 68183

To:

Case ID: CI 19 629 Borman v. Renaissance Financial Corporat

Received this Summons on \_\_\_\_\_, \_\_\_\_\_. I hereby certify that on

\_\_\_\_\_, \_\_\_\_ at \_\_\_\_\_ o'clock \_\_M. I served copies of the Summons  
upon the party:

by \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

as required by Nebraska state law.

Service and return \$ \_\_\_\_\_

Copy \_\_\_\_\_

Mileage \_\_\_ miles \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

Date: \_\_\_\_\_ BY: \_\_\_\_\_  
(Sheriff or authorized person)

**CERTIFIED MAIL**  
**PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,  
TO THE PARTY: \_\_\_\_\_At the following address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_on the \_\_\_\_\_ day of \_\_\_\_\_, as required by Nebraska state law.  
 \_\_\_\_\_  
 \_\_\_\_\_

Postage \$ \_\_\_\_\_ Attorney for: \_\_\_\_\_

The return receipt for mailing to the party was signed on \_\_\_\_\_, \_\_\_\_\_.

To: Renaissance Financial Corporation  
 c/o CSC-Lawyers Inc Serv Co  
 233 South 13th St, Ste.1900  
 Lincoln, NE 68508

From: Kelly K Brandon  
 20615 Highway 370  
 Gretna, NE 68028

ATTACH RETURN RECEIPT & RETURN TO COURT

**SERVICE RETURN**

Douglas District Court  
1701 Farnam  
Omaha NE 68183

To:

Case ID: CI 19 629 Borman v. Renaissance Financial Corporat

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Renaissance Financial Corporation  
c/o CSC-Lawyers Inc. Serv Co  
233 South 13th St. Ste 1900  
Lincoln, NE 68508



9590 9402 4077 8092 3790 95

## 2. Article Number (Transfer from service label)

7018 0680 0000 0015 3636

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

- Agent  
 Addressee

## B. Received by (Printed Name)

Max Stephen

## C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

## 3. Service Type

- Adult Signature  
 Adult Signature Restricted Delivery  
 Certified Mail®  
 Certified Mail Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery  
 Insured Mail  
 Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®  
 Registered Mail™  
 Registered Mail Restricted Delivery  
 Return Receipt for Merchandise  
 Signature Confirmation™  
 Signature Confirmation  
 Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9058

Domestic Return Receipt

Date: \_\_\_\_\_

DT: \_\_\_\_\_

(Sheriff or authorized person)

### CERTIFIED MAIL PROOF OF SERVICE

Copies of the Summons were mailed by certified mail,  
TO THE PARTY: Renaissance Financial Corporation

At the following address: c/o CSC-Lawyers Inc. Serv Co.  
233 South 13th St. Ste 1900  
Lincoln, NE 68508

on the 15th day of April 2019, as required by Nebraska state law.

Postage \$ 7.10 Attorney for: Plaintiff Jamie Borman

The return receipt for mailing to the party was signed on April 17, 2019.

To: Renaissance Financial Corporation  
c/o CSC-Lawyers Inc Serv Co  
233 South 13th St, Ste.1900  
Lincoln, NE 68508

From: Kelly K Brandon  
20615 Highway 370  
Gretna, NE 68028

**ATTACH RETURN RECEIPT & RETURN TO COURT**

## Certificate of Service

I hereby certify that on Monday, April 22, 2019 I provided a true and correct copy of the Return-Summons/Alias Summons to the following:

Renaissance Financial Corporation service method: No Service

Borman,Jamie, represented by Stephanie Jeanne Costello (Bar Number: 26309) service method: Electronic Service to stephanie@employmentlawnebraska.com

Signature: /s/ Kelly K. Brandon (Bar Number: 20734)